



BROOKLYN FRIENDS SCHOOL

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UNITED AUTO WORKERS LOCAL 2110

COLLECTIVE BARGAINING AGREEMENT

DATED NOVEMBER 21, 2024

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RECOGNITION

Brooklyn Friends School (“BFS” or the “School”) recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time employees, excluding all managers, confidential employees, guards and supervisors as defined by the National Labor Relations Act.

The words “employee” and “colleague” are used interchangeably in this Agreement, and shall both be deemed to mean an “employee” covered by this Agreement.

PRODUCTION AND DISTRIBUTION OF AGREEMENT

The School and the Union shall work expediently to have this Agreement translated into Spanish upon the ratification of this Agreement. The costs of translation shall be borne equally by the School and the Union.

Electronic copies of this Agreement in English and Spanish shall be made available by the Union on its website, and by the School on its Human Resources Employee Self-Service application (currently Paycom).

The Parties agree that the English language document shall be used for all purposes in the interpretation of this Agreement, including in an arbitration or before the National Labor Relations Board.

UNION SECURITY

1. All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union no later than thirty (30) calendar days after the start of their employment or the execution of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment.
2. A colleague who fails to satisfy the above shall be discharged within thirty (30) calendar days following the receipt of a written demand from the Union requesting their discharge if, during said period, the required dues or agency fees have not been tendered. BFS shall have no obligation to terminate any colleague pursuant to this provision, however, unless the Union has demonstrated to BFS that it has provided the colleague a written notice of dues delinquency, containing, at a minimum, the following information: (a) the colleague has failed to tender dues as required, (b) the amount of dues owed, (c) instructions on remitting such dues, and (d) that if s/he does not tender such dues within ten (10) working days following receipt of the notice, the Union will request the colleague's discharge and BFS will discharge the colleague within thirty (30) calendar days following such request.
3. The Union agrees to defend and hold harmless BFS from and against any and all claims, demands, liabilities, suits or any other form of action taken under this Article.
4. Upon receipt of a written notice from the Union, BFS shall promptly deduct from the wages all membership dues (or agency fees) as provided in the authorization form executed by the colleague which must be attached to the written notice from the Union. Such deductions shall be made each pay period. BFS will notify the Union promptly of any revocation of such authorization received by it.
5. BFS shall forward those funds on a monthly basis to the Union with a report listing the names of all colleagues for whom dues or agency fees are deducted, the amount and pay period of the deduction, and delineating any amount deducted for an initiation fee, or retroactive fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
6. BFS shall be relieved from making such deductions from any colleague who is not on the payroll because of an unpaid leave of absence or whose employment has been terminated.
7. BFS shall provide new hires with an introductory letter signed by the Union per Exhibit A. The School will allow Union representatives to meet with newly hired colleagues at the conclusion of School-wide orientation held at the beginning of the academic year, after orientation sessions. BFS will provide a space for such meetings.

NOTICE

Notice to The Union

Notice to the Union that is required to be in writing shall be sent electronically to local2110@2110uaw.org and/or by mail to the office of the Union which is currently:

256 West 38th Street, Suite 704
New York, NY 10018

Notice to BFS

Notice to BFS that is required to be in writing shall be sent electronically to a BFS designated individual and/or by mail to:

375 Pearl Street
Brooklyn, NY 11201

SEVERABILITY

It is the intent and purpose of BFS and the Union that this Agreement is in compliance with all applicable federal, state, municipal and local laws, rules and regulations. If any provision or provisions of this agreement is held to be unlawful, no other portion, provision or article of this Agreement shall be invalidated, and the parties shall meet to negotiate substitute language for the provision held to be unlawful.

PERSONNEL FILES

1. BFS shall not unreasonably deny a colleague's request to review their Personnel File, up to a maximum of two (2) requests per colleague per academic year. BFS must receive three (3) working days' written notice of such a request.
2. Apart from the requesting colleague, only authorized persons and designated BFS representatives or agents will have access to a colleague's Personnel File except upon the colleague's signed and notarized written request. Confidential health/medical records will be kept separately from a colleague's Personnel File and access to such records will be limited to those with a "need to know."

UNION RIGHTS

1. BFS shall provide notice to the Union of new hires within fourteen (14) working days of hire, including, if known to BFS, name, address, date of hire, job title or classification, division, department, salary, home address, home or cell phone number, personal email address, work location (i.e., building address), date of birth, and gender and race/ethnicity.
2. BFS shall provide notice of a colleague's voluntary resignation from employment to the Union within thirty (30) calendar days of occurrence, including the colleague's name and date of termination.
3. Union representatives shall have reasonable access to the BFS premises for the purpose of conferring with colleagues covered by this Agreement. Such visits shall be scheduled before 8:00 a.m. and after 4:00 p.m. and shall not interfere with BFS operations. No Union representative shall engage with any teacher during their class time. A Union representative shall notify a BFS representative designated for this purpose in advance of the visit.
4. There shall be one (1) union-designated bulletin board in any BFS building in which bargaining unit colleagues are assigned to work, with the exception of Pearl building, which will have an additional bulletin board.
5. One colleague Union representative shall be permitted to attend Step Three grievance meetings without loss of pay, along with the grievant/s and one Local 2110 representative. For grievances for which either the grievant or the colleague Union representative is a teacher, the Step Three grievance meeting will be scheduled during non-class time. For grievances for which either the grievant or the colleague Union representative is a non-teaching colleague, the Step Three grievance meeting will be scheduled during the grievant's regular work shift.
6. The Union shall be permitted to hold meetings on BFS premises Monday through Friday, before 8:00 a.m. or after 4:00 p.m. on dates and times agreed upon by the Union and BFS, taking into account the availability of space and scheduling needs. Such meetings shall be limited to two (2) per academic year. BFS shall not unreasonably deny such requests.
7. BFS shall provide notice to the Union of a colleague's change in job title or job description two (2) working days prior to the change.

MANAGEMENT RIGHTS

1. Except as limited by the terms of this Agreement, BFS has and retains exclusively to itself the traditional management rights to manage, direct and control the School and its programs, including, but not limited to the following: to manage and operate School programs and facilities; to determine its budget; to establish, modify or abolish programs and courses of instruction; to invest its resources; to set tuition levels; to direct colleagues; to determine the School calendar; to determine hours of work; to select, hire, promote, transfer, evaluate, discipline, suspend, discharge, lay off and recall colleagues; to determine qualifications for colleagues; to assign colleagues to work as needed; to determine or modify class schedules; to determine assignments and responsibilities of colleagues; to control the use of School facilities, property and equipment; to purchase and sell facilities, property and equipment; to locate, relocate or close facilities; to locate or relocate equipment or property; to set standards for students; to set standards for colleagues not inconsistent with the terms of this Agreement; to promulgate rules and regulations, and to supervise colleagues. The parties further recognize that BFS has the responsibility to efficiently manage and conduct School operations within reasonable legal and financial limitations and that the School's primary obligation is to provide a viable framework and organization for delivering the best possible education to its students.
2. Any of the rights, powers, or authority BFS previously enjoyed or exercised are retained by BFS and may be exercised, except those specifically abridged or modified by this Agreement. None of these rights shall be exercised in an arbitrary or capricious manner.

GRIEVANCE AND ARBITRATION

A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of the Agreement. Grievances shall be settled in accordance with the following procedure:

1. **First Step**: In an effort to resolve grievances at the lowest step possible, before proceeding to Step Two of the Grievance Procedure, bargaining unit members with complaints are encouraged to meet with their immediate supervisor to attempt a resolution. Bargaining unit members have the right to have a Union Representative present during such informal discussions.
2. **Second Step**: If not resolved at Step One, the Union may submit to BFS a written grievance within ten (10) working days after the event giving rise to a grievance, or within ten (10) working days after the colleague at issue should reasonably have learned of the event giving rise to a grievance. The written grievance shall contain a brief statement of the reason for the grievance and the provision of the Agreement alleged to have been violated. BFS shall respond in writing within ten (10) working days of receiving the Step Two grievance.
3. **Third Step**: If not resolved at Step One or Step Two, the Union may submit a written request for a Step Three Grievance Meeting to BFS, within ten (10) working days of receipt of BFS's Step Two response. Within ten (10) working days of receipt of the Union's request for a Step Three Grievance Meeting, BFS shall arrange a meeting with the colleague at issue and the Union to discuss the grievance. When school is in session, such meetings shall be scheduled before 8:00 a.m. and after 4:00 p.m., unless the grievant is a non-teaching colleague whose regular shift does not include hours before 8:00 a.m. or after 4:00 pm. If no resolution is reached as a result of the Step Three Grievance Meeting, BFS will provide the Union with a written response within ten (10) working days of the Step Three meeting.
4. **Arbitration**: If not resolved at Step Three, the Union may demand submission of the dispute to arbitration by submitting a written demand notice to BFS within thirty (30) working days of receiving BFS's Step Three grievance response. Daniel F. Brent will serve as the arbitrator. In the event Mr. Brent is not available to hear the grievance, BFS and the Union may agree to use a different arbitrator, pursuant to the voluntary labor arbitration rules of the American Arbitration Association.
5. The decision of an arbitrator shall be final and binding on both parties. The costs of the arbitration shall be borne equally by both parties.
6. The procedure set forth herein shall serve as the sole and exclusive means for the peaceable settlement of grievances that may arise between the parties during the term of the Agreement. No individual colleague or group of colleagues may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

7. Time Limits: The failure of the Union or a colleague to file a grievance within the time limits set forth herein shall be deemed a waiver of the grievance and bar further action thereon, unless, prior thereto, such time limits are mutually extended by BFS and the Union. Failure on the part of BFS to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.
8. Grievances regarding an involuntary separation from employment, denial of vacation or leave to a colleague, health and safety matters, or a grievance that concerns more than one colleague may be filed by the Union at the Third Step of the procedure. Such grievances shall be submitted in writing, within ten (10) working days of the event giving rise to the grievance (or within ten (10) working days after the colleague at issue should reasonably have learned of the event giving rise to the grievance), and shall contain a brief statement of the reason for the grievance and the provision of the Agreement alleged to have been violated.
9. Except in emergent or unforeseen circumstances, the Union will provide to BFS a notice of colleague attendance at arbitration no less than three (3) working days in advance of the arbitration date.
10. Except in emergent or unforeseen circumstances, subpoenas or requests for documents related to an arbitration shall be served no later than five (5) working days in advance of the arbitration date. BFS will provide the requested documents no later than two (2) working days prior to the arbitration date. The Union's failure to comply with these timeframes does not relieve BFS from the duty to provide the requested documents.

HEALTH & SAFETY

1. BFS shall provide a safe and healthful work space in compliance with all applicable laws.
2. BFS shall provide appropriate and safe equipment for colleagues' usage.
3. Ergonomics: Ergonomic considerations shall be a factor in BFS's bulk selection of new furniture and other equipment.
4. Health Emergencies: In the event of a national, state or local health emergency, including but not limited to a pandemic or epidemic, BFS may unilaterally implement policies and procedures necessary to protect the health and safety of the BFS community on an emergency basis. For any such policies and procedures that are extended beyond the end of the relevant emergency, BFS shall meet with the Union as soon as reasonably practicable after the end of the emergency to negotiate any such policies and procedures.
5. Unscheduled School Closures: In the event of a School closing due to weather or due to other emergency conditions, the School shall endeavor to notify colleagues of the closure as early as practicable. Hourly colleagues who are required to work at the School premises during an emergency closing will receive a double rate of pay for all hours worked. Hourly colleagues who lose workdays during a weather or other emergency closing will receive their regular rate of pay for all scheduled hours for up to three (3) working days of such emergency.

DISCIPLINE & DISCHARGE

1. No colleague shall be disciplined or discharged without just cause.
2. BFS shall notify the Union and the affected colleague(s) in writing within forty-eight (48) hours of a discharge or suspension, with the reason for the discharge or suspension.
3. Disciplinary records for violations pertaining to tardiness and absenteeism will not be considered for purposes of just cause after two (2) years, provided that a disciplinary action for a similar or related offense has not occurred.

SCHOOL YEAR AND PROFESSIONAL DEVELOPMENT

The School has the exclusive right to determine the scheduled school year and/or modify the school schedule as deemed necessary in light of current conditions subject to the following:

1. Teachers are expected to report to work prior to the first day of the school year to participate in preparation activities as follows:
 - a. Teachers who taught at BFS during the preceding school year may be asked to report to work prior to the start of classes in the fall; provided, however, that the earliest date on which reappointed teachers will be expected to report to work prior to the start of classes is five working days before Labor Day.
 - b. New teachers may be asked to report to work in person two (2) Mondays before Labor Day.
2. Teachers are expected to continue reporting to work for a period immediately following the last day of the school year; provided, however, that teachers will not be expected to report to work after 12:30 p.m. on the third Friday in June.

In addition to the above, teachers are expected to take an active part in a full range of professional development activities as follows:

1. Required Professional Development. Teachers are expected to participate in professional development activities arranged and scheduled by BFS during the School Year, subject to the limitations in Paragraph 1 and Paragraph 2 above. Professional Development days shall be scheduled by BFS, and BFS will make every effort to schedule Professional Development dates and notify affected colleagues as early as practicable.
2. Professional Development Offerings. Teachers also are encouraged to take advantage of other professional growth opportunities outside BFS which would benefit them and the School. The School will provide assistance whenever possible for appropriate individual professional development opportunities in its sole discretion, on a case-by-case basis.

HOURS OF WORK

Nothing herein limits the School's exclusive right to determine the scheduled school year and/or modify the school schedule as deemed necessary in light of current conditions.

1. Learning Community Colleagues:

- Learning Community colleagues are expected to be in attendance at school for eight (8) consecutive hours per day, beginning at the time designated by their Learning Community. One day per week, Learning Community colleagues are expected to be in attendance until 5:00 p.m. to attend a colleague meeting. Regular attendance times for Learning Community colleagues shall not begin before 7:45 a.m. or extend after 4:00 p.m. (or 5:00 p.m. on the colleague meeting day).
- BFS and the Union recognize and agree that all Learning Community colleagues, whether part-time or full-time, are required to participate in and attend School-scheduled programs, activities and/or meetings outside of normal teaching hours, including but not limited to regular academic staff meetings, parent conference days, in-house Professional Development days, enrollment events, overnight student trips, orientation nights, curriculum nights, and June and August staff week activities. Learning Community colleagues shall be required to participate in at least one (1) enrollment event each school year, and in September shall have an opportunity to select an event to attend. Learning Community colleagues will not be required to participate in more than one overnight student trip each school year. Colleagues who participate in overnight student trips shall be compensated at a rate of \$150 per night of the trip. Learning Community colleagues will not be required to participate in or attend such activities after 12:30 p.m. on the third Friday in June or earlier than five working days before Labor Day. BFS will provide a schedule of those meetings as soon as practicable.
- No mandatory programs, activities and/or meetings will be scheduled on weekends or school-scheduled Holidays, with the exception of enrollment events.
- All BFS colleagues are required to attend Commencement. All Learning Community colleagues are required to attend end-of-year celebrations and recognition events that pertain to students in their Learning Community.

2. Non-Teaching Colleagues:

- Workweek schedules for non-teaching colleagues may vary depending on a colleague's specific role, projects, or School-scheduled events. Non-teaching colleagues must be present at their assigned post and ready to work at their scheduled start times. All BFS colleagues are required to attend Commencement.
- The regular work week for full-time, non-teaching hourly staff shall be forty (40) hours, scheduled Monday through Friday, inclusive of a forty-five (45)-minute paid lunch/break and two (2) paid fifteen- (15-) minute breaks each day. The time

of colleague lunch and break periods must be approved by the colleague's supervisor, who may adjust meal and break periods to account for variations in work schedules and operational needs.

- Full-time twelve-month salaried colleagues have shortened summer hours from the Monday immediately following the third Friday in June up to and including three (3) Fridays before Labor Day. During this period, department supervisors will determine the shortened summer work hour schedule based on the operational needs of the department.
 - Dining Colleagues. Notwithstanding the other provisions in this Agreement, Dining colleagues generally do not work during the summer months. Dining colleagues may be expected to return to work beginning the third Thursday before Labor Day and may be expected to report to work for up to eight (8) working days after the last day of the school year.
3. Nothing in this Agreement shall prevent a colleague and the School from mutually agreeing upon a flexible schedule or a variation in the normal hours of work.
 4. The School may relieve a colleague from any of the above-mentioned duties on a case by case basis, at its sole discretion, and without establishing a past practice or precedent on which the Union or any colleague can rely.

CLASS SIZE AND TEACHING LOAD

1. In developing a schedule for school days, teachers' set-up time and transitions between classes will be taken into consideration, where practicable.

Preschool:

1. BFS will comply with the class size requirements promulgated by the New York City Department of Health for all Preschool classes.
2. Full-time teaching colleagues will have no less than six hundred (600) minutes of prep and/or break time during regular working hours for each regular two-week cycle, with a minimum of forty-five (45) minutes in each regular school day. Absent exceptional circumstances, required duties and/or meetings will not be scheduled during that time. Colleagues may not unreasonably refuse a request for consultations with colleagues, families or students during this time.

Lower School:

1. **Preparation Periods:** Full-time teaching colleagues will have no less than seven hundred and fifty (750) minutes of prep and/or break time during regular working hours for each regular two-week cycle, and no less than forty-five (45) minutes total per day. Absent exceptional circumstances, required duties and/or meetings will not be scheduled during that time. Colleagues may not unreasonably refuse a request for consultations with colleagues, families or students during this time.

Middle and Upper School:

1. **Teaching Load:** In general, full-time Middle and Upper School teachers will have between 1,600 and 1,800 minutes of teaching time over a regular two-week cycle. Each additional teaching load that results in a total teaching load at or above 2,000 minutes over a two-week period will trigger a stipend for the additional teaching load.
2. **Additional Duties:** Middle or Upper School colleagues may be assigned reasonable additional responsibilities, such as advisory, lunch/recess, study hall, office hours, clubs, and other student-facing services or times. When determining additional duties, supervisors will take into consideration assigned significant after-school responsibilities.
3. **Preparation Periods:** Full-time teaching colleagues will have no less than seven hundred and fifty (750) minutes of prep and/or break time during regular working hours for each regular two-week cycle. Absent exceptional circumstances, required duties and/or meetings will not be scheduled during that time. Colleagues may not unreasonably refuse a request for consultations with colleagues, families or students during this time.

VACATION

Teaching Colleagues

Teaching colleagues are not eligible for vacation days other than official school vacations and holidays when school is not in session.

Non-Teaching Colleagues

1. Accrual

- Full-Time non-teaching staff employed as of the date of this Agreement are entitled to twenty (20) vacation days per year, which shall accrue at a rate of 1.67 days per month, beginning on their first day of employment.
- Part-time non-teaching staff employed as of the date of this Agreement accrue a prorated number of vacation days per year, which shall accrue at a monthly rate reflecting their hours scheduled.
- Up to a maximum of five (5) accrued but unused vacation days may be carried over from one fiscal year to be used in the next fiscal year.
- Up to a maximum of ten (10) accrued but unused vacation days will be paid out upon separation of employment.
- Cafeteria Colleagues. Notwithstanding the other provisions in this Agreement, in lieu of accruing vacation, cafeteria colleagues shall be paid during the full two (2) weeks of Winter Break and the full two (2) weeks of Spring Break.

2. Scheduling

- All vacation days must be used in the same fiscal year (July 1 through June 30) in which they are accrued, subject to the other provisions in this Section.
- Paid vacation time can be used in minimum increments of one-half (1/2) day.
- Colleagues must request to schedule vacation time, and obtain supervisory approval, reasonably in advance of the time off requested. BFS will allow colleagues to schedule days off prior to accrual of such days with approval from their supervisor. BFS may refuse a colleague's vacation request if, in BFS's determination, scheduling vacation at the requested time does not meet the School's operational needs. However, vacation scheduling requests will not be unreasonably denied.

SICK AND PERSONAL DAYS

1. Sick Days and Family Leave.

Full-time colleagues are entitled to ten (10) sick days per year.

Part-time colleagues will receive a proportionate number of sick days.

A colleague may roll over accrued but unused sick days up to a maximum of sixty (60) banked sick days per year. In no event can a colleague's total sick bank accumulation exceed sixty (60) days. A colleague may only take more than five (5) consecutive sick days (a) in the event of the colleague's long term illness, for which the colleague must provide BFS with certification of the long term illness from the colleague's medical provider, (b) to extend an expired New York Paid Family Leave taken to bond with a newly born, adopted or fostered child, or (c) to extend an expired New York Paid Family Leave taken to care for a family member with a serious health condition, for which the colleague must provide BFS with certification of a continuing serious health condition from the family member's medical provider. A colleague whose New York Paid Family Leave and banked sick leave has expired may extend their leave (unpaid) by one additional month or to the end of the school year (whichever comes first). Once a colleague exhausts all leave provided for herein, BFS shall have the discretion to extend, on a non-precedent setting basis, an employment agreement for the following school year without conducting a hiring process.

Colleagues required to stay home pursuant to BFS's quarantine guidelines related to a public health emergency are entitled to additional paid sick days, separate from sick time allotment, for up to five (5) work days per year.

2. Personal Days.

Up to three (3) of a colleague's ten (10) allotted sick days may be used as personal days, requiring permission from a colleague's supervisor.

Permission to schedule a personal day for a foreseeable need must be sought as far in advance as possible, unless for an unexpected emergency need, in which case, a requesting colleague must seek permission from their supervisor as soon as practicable under the circumstances.

Personal days may not be used during the following times: the week of Labor Day and the subsequent two weeks, the week of Commencement and the preceding two weeks; immediately before or after scheduled vacations, school breaks, and school-designated holidays; and, professional development days, including Opening Days and Closing Days.

The School may grant permission to use personal days during the times listed above on a case by case basis, at its sole discretion, and without establishing a past practice or precedent on which the Union or any colleague can rely.

An unpaid day of absence shall be calculated as follows:

- a. For a 12-month colleague, as 1/260 of regular annual rate of pay.
- b. For a 10-month colleague, based on the number of weekdays between

September 1 and the third Friday in June (approximately 210 days). E.g., as 1/210 of regular annual rate of pay.

- c. Hourly colleagues shall not receive any pay on unpaid days.
- 3. Paid sick and personal days can be used in minimum increments of two (2) hours.
- 4. Floating Holiday. Colleagues are entitled to one (1) additional paid day per school year which can be used for a religious observance or for a cultural or meaningful experience. Colleagues must notify their Supervisor no less than thirty (30) days in advance of the Floating Holiday being sought, except in the case of a religious or cultural observance where the date is not settled, for which general notice of the observance shall be provided (i.e., Eid al-Fitr and Eid al-Adha).

HOLIDAYS

1. School-Scheduled Holidays. Benefits-eligible colleagues receive paid leave when BFS is closed for holidays as designated in the annual School calendar. A list of holidays for each school year are published in the annual calendar at the beginning of each school year.
2. Hourly staff who work on a holiday in which the School building is closed shall be paid for the holiday, plus time and a half for all hours worked.
3. Except as designated otherwise herein, during the School-scheduled Winter Break and Spring Break, which generally each span two (2) weeks, School Departments may operate on a reduced schedule, as directed by Department supervisors, based on operational needs and adequate department coverage.
4. Hourly colleagues who work the equivalent of at least six (6) full days during the Winter Break period or the equivalent of at least six (6) full days during the Spring Break period will be granted a bonus payment equivalent to one (1) week's pay.

BEREAVEMENT LEAVE

BFS will provide bereavement pay for up to three (3) days of regularly-scheduled work in the thirty (30) calendar days following the death of a colleague's immediate family member.

"Immediate family member" is defined as: parent or stepparent; legal guardian; child or stepchild; grandchild; sibling, half-sibling, or step-sibling; spouse or domestic partner; domestic partner's children; grandparent; in-laws (parents and siblings of spouse or domestic partner); and, any other member of the colleague's household. Colleagues may use up to an additional two (2) days of sick or personal time to extend bereavement up to five (5) days.

Colleagues may request the use of vacation leave or personal leave for the purpose of attending funeral services for friends or family members not meeting this definition of "immediate family member."

TUITION BENEFITS

Tuition Remission benefits may be available to an eligible colleague who is the parent or legal guardian of a dependent (as determined by a filed federal income tax return) child in attendance at BFS.

Full-time colleagues are eligible for Tuition Remission of twenty-five percent 25% beginning the first academic year following the colleague's completion of one (1) full year of service. Part-time colleagues who work at least twenty (20) hours per week are eligible for a Tuition Remission amount calculated as a pro rata percentage of the hours worked by a full-time colleague.

A colleague who is the parent or legal guardian of a dependent child (as determined by a filed federal income tax return) in attendance at BFS is eligible for an application fee waiver and a waiver of the requirement to pay a portion of the tuition due as a deposit at the time of signing the enrollment agreement.

Admission and continued enrollment of any colleague's child is based upon BFS's regular admission and continued enrollment policies.

Tuition remission benefits cease once a colleague leaves employment with BFS during the school year.

COURSE REIMBURSEMENT

Colleagues enrolled in an approved degree, certification or credential program at an accredited institution shall be reimbursed up to \$2,000 per year and up to \$3,000 per year after two (2) years of employment. BFS must pre-approve courses eligible for reimbursement.

RETIREMENT

After completing one (1) year of qualifying employment, colleagues are eligible to participate in the Retirement Annuity and receive a seven-percent (7%) contribution from BFS. Beginning with the 10th year of eligible employment, the School will contribute 8%. To participate, eligible colleagues are required to contribute four percent (4%) of their eligible compensation.

AFTERSCHOOL AND CHILDCARE

A colleague who is the parent or legal guardian of a dependent child (as determined by a filed federal income tax return) in attendance at BFS shall receive a 30% discount on the cost of enrollment in BFS Afterschool programs.

A colleague who is the parent or legal guardian of a dependent (as determined by a filed federal income tax return) child in attendance at BFS will receive (1) childcare for BFS students free of charge on family conference days, and (2) childcare for BFS students in Kindergarten through 6th grade during academic year professional development days (not including Opening and Closing days), provided colleagues register the child for care as reasonably required by the School.

OVERTIME

The full-time workweek for non-exempt, non-academic staff is 40 hours. An eligible colleague in this category who exceeds 40 hours of work in a workweek will be paid overtime in accordance with applicable law. Where practicable, the School shall provide reasonable notice in advance of requiring a colleague to work overtime.

NO STRIKE / NO LOCKOUT

1. During the term of this Agreement, there shall not be, nor shall the Union, its agents, or members, for any reason, authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, picketing (or honoring a picket line), strike (including sympathy strike), or unlawful, concerted interference in any way whatsoever with the operation of the School or any part or facility of it for any reason whatsoever. If any of the prohibited activities in this provision occur, the Union shall take every reasonable step to end it, including but not limited to requesting the colleagues cease and desist. Engaging in a strike in violation of this clause is grounds for termination.
2. During the term of this Agreement, provided there is no breach of the No-Strike clause, there shall be no lockout of colleagues over a labor dispute with the Union.
3. Both BFS and the Union recognize the serious impact on the education of the students which would result from a violation of the No-Strike provisions of this Agreement and accordingly, there shall be cooperation between the Parties to end such activity.

HEALTH INSURANCE

1. **Eligibility.** Colleagues covered by this Agreement who work at least twenty (20) hours per week and meet plan eligibility requirements consistent with the terms of the plan documents are eligible for the health insurance plans offered by the School.
2. **Health Insurance Plans.** The School offers eligible colleagues health insurance benefit plan options. It is each colleague's responsibility to notify Human Resources about their desire to participate in a health plan offered by the School. Benefits of the health insurance programs are fully described and governed by policies and regulations set forth by the insurance coverage carriers. Details are available from Human Resources.

BFS agrees to maintain without substantial change the colleague medical plan options available on the effective date of this Agreement.

3. BFS agrees not to increase the percentage of the premium that colleagues must contribute toward health plans.
4. Effective July 1, 2024, BFS will offset premium costs for colleagues with two (2)-person and family coverage with a monthly stipend as follows:
 - a. \$125 per month for colleagues with two (2)-person coverage
 - b. \$500 per month for colleagues with family coverage
5. If BFS changes health insurance providers, the portions of the deductible and out-of-pocket maximum met by a colleague will carry over.
6. Upon completion of one (1) year of service and contingent upon enrollment in a BFS-sponsored health insurance plan eligible for Health Savings Accounts (HSAs), BFS will contribute to the colleague's HSA account: \$750 per year for an Employee plan, \$1,000 per year for an Colleague+1 plan, and \$1,250 per year for a Family plan.

OTHER BENEFITS

Colleagues covered by this Agreement who work at least 20 (twenty) hours per week are eligible for the following benefits according to the corresponding plan documents for each benefit offering, which are available through the Human Resources office. Benefit plans regulated by government agencies are subject to the continuing approval and regulatory authority of such agencies and may be amended to comply with their regulations. Otherwise, BFS agrees to maintain without substantial change the following benefit options available on the effective date of this Agreement.

1. Life Insurance
2. AD&D Insurance
3. Long-Term Disability Insurance
4. Vision Insurance
5. Dental Insurance

OTHER WORKING CONDITIONS

To the extent that, on the effective date of this Agreement, BFS has established a past practice with respect to any of the following items, BFS agrees not to change such practices in an arbitrary and capricious manner: making flu shots available to colleagues on School property; providing colleagues with low- or no-cost meals prepared in the School cafeteria; distributing colleague transportation benefits.

EFFECTIVE DATES / DURATION

The Agreement shall commence immediately and shall be effective up to and including June 30, 2029.

RATIFICATION

1. This Agreement is subject to ratification by the Union's membership.
2. This Agreement is subject to the approval of the BFS Board of Trustees.

OTHER

1. Working Days. Weekends and official School breaks do not count as “working days.”

WAGES

1. Returning Hourly Colleagues, Administrative Staff and Professionals, Preschool Assistant Teachers, Preschool Associate Teachers and Lower School Associate Teachers will receive the greatest of: the minimum for their classification/grade, the annual wage increase in accordance with the schedule below, or the equity adjustment as calculated by the School. All other returning colleagues will receive the minimum for their classification/grade or the annual wage increase in accordance with the schedule below, whichever is greater:
 - a. 2024–2025 – four percent (4%);
 - b. 2025–2026 – four percent (4%);
 - c. 2026–2027 – four percent (4%);
 - d. 2027–2028 – four-and-a-half percent (4.5%);
 - e. 2028–2029 – four-and-a-half percent (4.5%).

New colleagues for the 2024-2025 school year will receive at least the minimum for their classification/grade.

2. The minimum rates for salaried colleagues set forth below will increase each year of this Agreement by one-and-a-half percent (1.5%). Hourly minimum rates set forth below will increase each year of this Agreement by one-and-a-half percent (1.5%) or fifty (50) cents, whichever is greater.
3. For each year listed, annual wage increases for non-teaching colleagues become effective on July 1, and for teaching colleagues on September 1.
4. Part-time colleagues in job titles listed below will receive pro rata amounts accordingly.
5. Nothing in this Agreement precludes BFS from granting individual pay increases in addition to the generally applicable increases set forth in this Article.

Teaching and Student-Facing Colleagues

In addition to regular wages, colleagues will receive the following stipends:

1. \$10,000 – for department chairs in Performing Arts, Visual Arts, and PE;
2. \$8,000 – for all other department chairs;
3. \$10,000 – per additional teaching load.

Appointment of colleagues to department chair roles shall be in the sole discretion of the School, and non-reappointment to or removal from a department chair shall not be subject to the Discipline & Discharge provisions of this Agreement.

Full-time teaching colleagues hired into the following job titles shall be paid at minimum the amount per year of qualifying teaching experience set forth in the hiring scale attached to this Agreement as Exhibit B: Preschool Lead Teachers, Lower School Lead Teachers, Middle School Teachers, Upper School Teachers, Preschool Specialists, and Lower School Specialists.

As of July 1, 2024, Preschool Assistant Teachers, Preschool Associate Teachers and Lower School Associate Teachers will be paid a minimum amount of \$57,900.

Qualifying Experience

“Qualifying teaching experience” shall include years of full-time teaching in the equivalent of a Lead Teacher or Associate Teacher position.

Hourly Colleagues

Effective July 1, 2024, the minimum rates for hourly colleagues will be as follows:

Custodian	\$23
Handyperson	\$37.50
Handyperson Helper	\$25
Lunch Helper	\$23
Utility Person	\$23
Prep Person	\$23
Prep Cook	\$23
First Cook	\$25
Library Assistant	\$25

Administrative Staff and Professionals

Effective July 1, 2024, the minimum rates for administrative and professional staff will be as follows:

In-House IT Specialist	\$65,000/year
Enrollment Office Manager	\$65,000/year
Administrative Assistant	\$70,000 year
Design, Advancement, and Data Systems Specialist:	\$70,000/year
Social Justice Coordinator	\$70,000/year
Assistant Director of Enrollment	\$72,500/year
Athletic Trainer	\$80,000/year
Librarian	\$80,000/year
Technology Integrator	\$80,000/year
Learning Specialist	\$80,000/year
Associate Director of College Counseling	\$90,000/year
School Nurse	\$90,000/year
Counselor	\$90,000/year

APPOINTMENT OF TEACHERS

Teaching colleagues are subject to annual appointments to one (1) – year terms of employment. All teachers not in their first year at BFS will undergo a performance evaluation by April 30 of each year.

Reappointment of Teachers

1. A teacher not in their trial period who has not been notified by March 1 that their performance is unsatisfactory will be reappointed to a teaching position for the next year, subject to the other provisions herein. A teacher selected for reappointment for the upcoming school year will receive a reappointment offer letter by March 15 of the current school year. The teacher must accept the offer in writing within ten (10) working days of receiving it or the offer will lapse. In accordance with the Trial Period for Teachers provision, reappointment letters extended to Trial Period teachers may be revoked at the School's sole discretion up to and including the last day of the Trial Period on April 30.
2. Any teacher not in their Trial Period who is not reappointed may contest the evaluation and non-reappointment in accordance with the grievance procedure in this Agreement.
3. Lower School Associate Teachers. The Associate Teacher role in the Lower School is intended as a development role in which an individual may serve a maximum of two (2) years. Lower School Associate Teachers generally will not be reappointed to additional years of service. The Head of Lower School may make exceptions to this policy, in their sole discretion. However, in no case will a Lower School Associate Teacher serve more than three (3) years in that role.

Any teacher who is discharged for just cause before receiving a reappointment letter is ineligible for reappointment rights under this provision; and, any teacher who receives a reappointment offer letter by March 15, and subsequently is discharged for just cause may have their reappointment offer revoked.

NON-DISCRIMINATION

Colleagues shall not be discriminated against on the basis of race, color, religion, creed, national or ethnic origin, gender identity and expression, sex, age, disability, pregnancy or pregnancy-related condition, HIV status, marital or partnership status, sexual orientation, genetic information, veteran or active military service status, status as a victim of domestic violence, immigration or citizenship status, body size, union status or union activities, or other characteristic protected by applicable federal, state or local law.

Upon completion of the School's investigation of an allegation of discrimination, if the Union is not satisfied with the School's finding or remedy, it may file a grievance pursuant to the Grievance and Arbitration provision of this Agreement. A colleague who elects to participate in the Union's grievance under this provision agrees to accept the award/decision/judgment of the arbitrator and, accordingly, waives the right to recover any monetary remedy, including damages, costs and/or attorney's fees, that may be awarded in a proceeding at any federal, state or local civil or human rights agency, including without limitation, the Equal Employment Opportunity Commission, the New York State Division of Human Rights, or the New York City Commission on Human Rights, relative to any allegations of discrimination asserted in such grievance.

JOB SECURITY

1. Definitions:

- a. For purposes of this section, seniority is defined as the length of time a colleague has been continuously employed by the School in any capacity. Non-teaching colleagues shall accrue seniority from the colleague's most recent hire date; teachers shall accrue seniority from the teacher's most recent hire date as a teacher. A colleague shall lose their accumulated seniority, and seniority shall be broken for any of the following reasons:
 - i. The colleague's voluntary resignation, provided that a colleague who voluntarily resigns from employment and is rehired within one calendar year shall not lose their accumulated seniority.
 - ii. The colleague's discharge for cause.
 - iii. The colleague's failure to notify their supervisor of the colleague's intention to return to work within two (2) weeks after receipt of a recall notice sent to the last address on file with BFS.
 - iv. The colleague's failure to report to work at the end of a leave of absence without good cause.
 - v. The colleague's layoff for a period of more than twelve (12) months.
 - b. Layoffs are defined as non-disciplinary terminations, whether occurring during or at the end of the term of an appointment.
2. Vacancies: Vacancies shall be posted internally concurrent with or in advance of advertising externally. Postings shall specify bargaining unit status and shall include job title, hiring range, schedule of hours, and a short description of responsibilities and qualifications. Such postings shall be available for no less than five (5) working days.
 3. Notice of Layoff: BFS shall provide the Union and any affected colleague(s) advance written notice as soon as reasonably practicable of a layoff or position elimination.
 4. Severance Pay and Continuation of Health Benefits and Tuition Remission: Any colleague not in their trial period who is laid off for a reason unrelated to the permanent closure of BFS shall be in a Severance Period, during which the laid off colleague will receive severance pay and continuation of health benefits and tuition remission, in accordance with BFS standard payroll practices. A colleague's Severance Period will last one (1) week per year of service. No Severance Period will exceed fifteen (15) weeks. If a colleague is recalled during their Severance Period, the Severance Period ceases on the last business day before the colleague resumes work pursuant to the recall.
 5. Layoff and Recall Procedures for Non-Teaching Colleagues: In the event of an involuntary layoff of non-teaching colleagues, the least senior colleague in the affected classification shall be laid off first, taking into account program needs. In the event that the affected colleague is qualified to fill a vacant non-teaching position at BFS, the vacancy shall be offered to the laid off colleague before any other applicant,

taking into account program needs. In the event two (2) or more laid off colleagues are qualified to fill the vacancy, the vacancy shall be offered first to the most senior of the qualified, laid off colleagues. If a vacancy occurs at BFS for which a laid off colleague is qualified, at any time during the twelve (12) months following the colleague's layoff, the laid off colleague will be offered the position. In the event that there are two (2) or more such qualified colleagues who are on layoff status, the vacancy shall be offered first to the most senior of the qualified, laid off colleagues. BFS shall determine whether a colleague is qualified based on a good faith assessment of the colleague's skill, ability, and record, as well as program needs. A recalled non-teaching colleague must return to work or make arrangements to return to work within two (2) weeks of receipt of a recall notice.

6. Layoff and Recall Procedures for Teachers: In the event BFS decides to reduce its teaching workforce through involuntary layoffs, BFS shall do so by division and in accordance with division goals in the following manner: Teachers in the Trial Period within the division being reduced shall be laid off without regard to their individual periods of employment. If further workforce reduction is needed, the least senior teacher within the affected department within a division shall be laid off first, taking into account program needs. In the event that the affected teacher is qualified to fill a vacant teaching position in another department or division, the vacancy shall be offered to the laid off colleague before any other applicant, taking into account program needs. In the event two (2) or more laid off teachers are qualified to fill the vacancy, the vacancy shall be offered first to the one BFS considers the most qualified for the vacant position. If a vacancy occurs at BFS for which a laid off teacher is qualified, at any time during and up to the end of the academic year in which the teacher was laid off, the laid off teacher will be offered the position, taking into account program needs. In the event there are two (2) or more such qualified teachers who are on layoff status, the vacancy shall be offered first to the one BFS considers the most qualified for the vacant position.
7. A recalled teaching colleague must return to work or make arrangements to return to work within two (2) weeks of receipt of a recall notice.
8. Any laid off teacher who is recalled to a teaching position in a division in which the teacher has not previously taught will be subject to the Trial Period described herein. BFS shall determine whether a teacher is qualified based on a good faith assessment of the colleague's skill, ability, work record, education and experience. When programmatic needs dictate, the School retains the right to layoff and recall colleagues without regard to seniority consistent with such program needs.
9. Probationary Period for Non-Teachers: The probationary period for non-teachers shall be one hundred twenty (120) days beginning the first day of employment. BFS may, in its sole discretion, discipline any probationary colleague, up to and including termination of employment, for any reason. A probationary colleague who is disciplined or discharged during the probationary period shall not have recourse to challenge the discipline or termination in the parties' grievance and arbitration procedure.

10. Trial Period for Teachers: Each new teacher will be on a trial period beginning their first day of employment through April 30 of their first year of employment. BFS may, in its sole discretion, discipline any teacher in their trial period, up to and including termination, for any reason. A teacher who is disciplined or discharged during the Trial Period shall not have recourse to challenge the discipline or termination in the parties' grievance and arbitration procedure.
11. Colleague Addresses: It shall be the responsibility of the colleague to keep BFS informed of the colleague's current address and telephone number and to notify BFS in writing of any changes to the colleague's contact information.

This Collective Bargaining Agreement was ratified by the bargaining unit on November 21, 2024 and approved by the Brooklyn Friends School Board of Trustees on November 21, 2024.

The Agreement shall be effective as of November 21, 2024 and shall be effective up to and including June 30, 2029.

FOR LOCAL 2110 UAW:



Olga Brudastova
President

Date: 11/22/2024

FOR BROOKLYN FRIENDS SCHOOL:



Crissy Cáceres
Head of School

Date: Nov. 22, 2024

EXHIBIT B: Teaching Colleagues' Minimums

CURRENT YEAR OF EXPERIENCE	2024–2025
1	\$70,543
2	\$71,585
3	\$73,336
4	\$75,087
5	\$76,838
6	\$78,589
7	\$80,340
8	\$82,091
9	\$83,842
10	\$85,593
11	\$87,344
12	\$89,095
13	\$90,846
14	\$92,597
15	\$94,348
16	\$96,099
17	\$97,850
18	\$99,601
19	\$101,352
20	\$103,103
21	\$104,854
22	\$106,039
23	\$107,223
24	\$108,408
25	\$109,592
26	\$110,777
27	\$111,961

28	\$113,146
29	\$114,330
30	\$115,515
31	\$116,699
32	\$117,884
33	\$119,068
34	\$120,253
35	\$121,437
36	\$122,622
37	\$123,806
38	\$124,991
39	\$126,175
40	\$127,360